

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

X. Corp.,

Plaintiff,

Case No. 3:23-CV-03698-WHA

v.

BRIGHT DATA, LTD.

Defendant

**DECLARATION OF DAVID A. MUNKITTRICK IN SUPPORT OF
BRIGHT DATA'S MOTION TO DISMISS**

I, David A. Munkittrick, state and declare as follows:

1. I am an attorney at the law firm Proskauer Rose LLP in New York, New York. Proskauer Rose LLP serves as counsel to Defendant Bright Data, Ltd. ("Bright Data").

2. I submit this declaration in support of Bright Data's Motion to Dismiss.

3. I have personal knowledge of the information contained in this Declaration.

4. Attached are true and correct copies of the following:

Exhibit 1. X Terms of Service, as of September 29, 2023, available at twitter.com/en/tos.

Exhibit 2. X Privacy Policy, as of September 29, 2023, available at twitter.com/en/privacy.

Exhibit 3. Twitter Privacy Policy, effective June 18, 2017, available at twitter.com/en/privacy/previous/version_13.

5. I declare under penalty of perjury under the laws of the United States that the foregoing is true and accurate to the best of my knowledge and belief.

1 Dated: October 25, 2023

Respectfully submitted,

2 /s/ David A. Munkittrick

3 David A. Munkittrick

4 PROSKAUER ROSE LLP

Eleven Times Square

New York, New York 10036

5 (212) 969-3000

6 dmunkittrick@proskauer.com

EXHIBIT 1



X Terms of Service

Summary of our Terms

These Terms of Service (“Terms”) are part of the User Agreement– a legally binding contract governing your use of X. **You should read these Terms of Service (“Terms”) in full, but here are a few key things you should take away:**

- **You will see advertising on the platform:** In exchange for accessing the Services, X and our third-party providers and partners may display advertising to you.
- **When posting Content and otherwise using the Services, you must comply with this User Agreement and Applicable Law:** You are responsible for your use of the Services and your Content. You must comply with this User Agreement, its incorporated policies, and all applicable laws.
- **You must abide by the Services’ acceptable use terms:** You may not access the Services in any way other than through the currently available, published interfaces that we provide. For example, this means that you cannot scrape the Services, try to work around any technical limitations we impose, or otherwise attempt to disrupt the operation of the Services.
- **We have broad enforcement rights:** X reserves the right to take enforcement actions against you if you do violate these terms, such as, for example, removing your Content, limiting visibility, discontinuing your access to X, or taking legal action. We may also suspend or terminate your account for other reasons, such as prolonged inactivity, risk of legal exposure, or commercial inviability.
- **There are Intellectual Property Licenses in these Terms:** You retain ownership and rights to any of your Content you post or share, and you provide us with a broad, royalty-free license to make your Content available to the rest of the world and to let others do the same. Conversely, we provide you a license to use the software we provide as part of the Services, such as the X mobile application, solely for the purpose of enabling you to use and enjoy the benefit of the Services.
- **Your use of the Services is at your own risk:** We provide the Services on an “AS IS” and “AS AVAILABLE” basis, and we disclaim all warranties, responsibility, and



liability to you or others to the extent permitted by law. You may be exposed to offensive or harmful content posted by other users. The Services may change from time to time, and we may limit or terminate availability of the Services or particular features to you or other users at any time.

- **You have remedies and redress mechanisms, but our liability is limited:** You have a right to terminate this agreement at any time by deactivating your account and discontinuing use of the Services. Note that we will not be liable for certain types of damages as described in the agreement, and in any event, our aggregate liability shall not exceed the greater of \$100 USD or the amount you paid us, if any, in the past six months for the Services giving rise to the claim. Further, if you believe that your Content has been copied in a way that constitutes copyright infringement, the reporting process is detailed in these Terms.

Please also note that these Terms incorporate our Privacy Policy (<https://x.com/privacy>) as well as other terms applicable to your use of the Services and your Content. Finally, these terms may vary depending on where you live, but in any case, you must be at least 13 years old to use X.

If you live outside the European Union, EFTA States, or the United Kingdom, including if you live in the United States, the X User Agreement comprises these [Terms of Service](#), our [Privacy Policy](#), [our Rules and Policies](#), and all incorporated policies.

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X Terms of Service

If you live outside the European Union, EFTA States, or the United Kingdom, including if you live in the United States

These Terms of Service (“Terms”) govern your access to and use of our services, including our various websites, SMS, APIs, email notifications, applications, buttons, widgets, ads,



commerce services, and our [other covered services](#) (<https://help.x.com/rules-and-policies/x-services-and-corporate-affiliates>) that link to these Terms (collectively, the “Services”), and any information, text, links, graphics, photos, audio, videos, or other materials or arrangements of materials uploaded, downloaded or appearing on the Services (collectively referred to as “Content”). By using the Services you agree to be bound by these Terms.

These Terms are an agreement between you and X Corp., which provides X and the Services, 1355 Market Street, Suite 900, San Francisco, CA 94103 U.S.A. The words “we,” “us,” and “our” mean X Corp.

1. Who May Use the Services

You may use the Services only if you agree to form a binding contract with us and are not a person barred from receiving services under the laws of the applicable jurisdiction. In any case, you must be at least 13 years old to use the Services. If you are accepting these Terms and using the Services on behalf of a company, organization, government, or other legal entity, you represent and warrant that you are authorized to do so and have the authority to bind such entity to these Terms, in which case the words “you” and “your” as used in these Terms shall refer to such entity.

2. Privacy

Our [Privacy Policy](#) (<https://www.x.com/privacy>) describes how we handle the information you provide to us when you use the Services. You understand that through your use of the Services you consent to the collection and use (as set forth in the Privacy Policy) of this information, including the transfer of this information to the United States, Ireland, and/or other countries for storage, processing and use by us and our affiliates.

3. Content on the Services

You are responsible for your use of the Services and for any Content you provide, including compliance with applicable laws, rules, and regulations. You should only provide Content that



you are comfortable sharing with others.

Any use or reliance on any Content or materials posted via the Services or obtained by you through the Services is at your own risk. We do not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any Content or communications posted via the Services or endorse any opinions expressed via the Services. You understand that by using the Services, you may be exposed to Content that might be offensive, harmful, inaccurate or otherwise inappropriate, or in some cases, postings that have been mislabeled or are otherwise deceptive. All Content is the sole responsibility of the person who originated such Content. We may not monitor or control the Content posted via the Services and, we cannot take responsibility for such Content.

We reserve the right to remove Content that violates the User Agreement, including for example, copyright or trademark violations or other intellectual property misappropriation, impersonation, unlawful conduct, or harassment. Information regarding specific policies and the process for reporting or appealing violations can be found in our Help Center (<https://help.x.com/rules-and-policies/x-report-violation#specific-violations> and <https://help.x.com/managing-your-account/suspended-x-accounts>).

If you believe that your Content has been copied in a way that constitutes copyright infringement, please report this by visiting our Copyright reporting form (<https://help.x.com/forms/dmca>) or contacting our designated copyright agent at:

X Corp.

Attn: Copyright Agent

1355 Market Street, Suite 900

San Francisco, CA 94103

Reports: <https://help.x.com/forms/dmca>

Email: copyright@x.com

Your Rights and Grant of Rights in the Content

You retain your rights to any Content you submit, post or display on or through the Services. What's yours is yours — you own your Content (and your incorporated audio, photos and videos are considered part of the Content).

By submitting, posting or displaying Content on or through the Services, you grant us a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute such Content in



any and all media or distribution methods now known or later developed (for clarity, these rights include, for example, curating, transforming, and translating). This license authorizes us to make your Content available to the rest of the world and to let others do the same. You agree that this license includes the right for us to provide, promote, and improve the Services and to make Content submitted to or through the Services available to other companies, organizations or individuals for the syndication, broadcast, distribution, repost, promotion or publication of such Content on other media and services, subject to our terms and conditions for such Content use. Such additional uses by us, or other companies, organizations or individuals, is made with no compensation paid to you with respect to the Content that you submit, post, transmit or otherwise make available through the Services as the use of the Services by you is hereby agreed as being sufficient compensation for the Content and grant of rights herein.

We have an evolving set of rules for how ecosystem partners can interact with your Content on the Services. These rules exist to enable an open ecosystem with your rights in mind. You understand that we may modify or adapt your Content as it is distributed, syndicated, published, or broadcast by us and our partners and/or make changes to your Content in order to adapt the Content to different media.

You represent and warrant that you have, or have obtained, all rights, licenses, consents, permissions, power and/or authority necessary to grant the rights granted herein for any Content that you submit, post or display on or through the Services. You agree that such Content will not contain material subject to copyright or other proprietary rights, unless you have necessary permission or are otherwise legally entitled to post the material and to grant us the license described above.

4. Using the Services

Please review [our Rules and Policies](#), which are part of the User Agreement and outline conduct that is prohibited on the Services. You may use the Services only in compliance with these Terms and all applicable laws, rules and regulations. X takes enforcement actions when Content or user behavior is in violation of [our Rules and Policies](#) or in relation to sensitive media. You can review X's enforcement options and how you can appeal our enforcement decision [here](#).

The Services evolve constantly. As such, the Services may change from time to time, at our discretion. We may stop (permanently or temporarily) providing the Services or any features within the Services to you or to users generally. We also retain the right to create limits on use



and storage at our sole discretion at any time. We may also remove or refuse to distribute any Content on the Services, limit distribution or visibility of any Content on the service, suspend or terminate users, and reclaim usernames without liability to you.

In consideration for our granting you access to and use of the Services, you agree that we and our third-party providers and partners may place advertising on the Services or in connection with the display of Content or information from the Services whether submitted by you or others. We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce the Terms, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of X, its users and the public. We do not disclose personally-identifying information to third parties except in accordance with our [Privacy Policy](#).

Certain services or features may be offered on X for which additional terms and conditions may apply in connection with your use of those services. By using or paying for any of these additional services, you agree to any additional terms applicable to those services, and those additional terms become part of our agreement with you. If any of the applicable additional terms conflict with these Terms, the additional terms will prevail while you are using those services to which they apply.

If you use paid features of the Services, you agree to the applicable [Terms for Paid Services](#) (<https://legal.x.com/purchaser-terms.html>).

If you use developer features of the Services, including but not limited to [X for Websites](#) (<https://developer.x.com/docs/twitter-for-websites>), [X Cards](#) (<https://developer.x.com/docs/twitter-for-websites/cards/overview/abouts-cards>), [Public API](#) (<https://developer.x.com/docs>), or [Sign in with X](#) (<https://developer.x.com/docs/authentication/guides/log-in-with-twitter>), you agree to our [Developer Agreement](#) (<https://developer.x.com/developer-terms/agreement>) and [Developer Policy](#) (<https://developer.x.com/developer-terms/policy>). If you want to reproduce, modify, create derivative works, distribute, sell, transfer, publicly display, publicly perform, transmit, or otherwise use the Services or Content on the Services, you must use the interfaces and instructions we provide, except as permitted through the Services, these Terms, or the terms provided on <https://developer.x.com/developer-terms>. Otherwise, all such actions are strictly prohibited. If you are a security researcher, you are required to comply with the rules of our [Vulnerability Reporting Program](#) (<https://hackerone.com/x>). The requirements set out in the preceding paragraph may not apply to those participating in our Vulnerability Reporting Program.



If you use advertising features of the Services, you agree to our [Master Services Agreement \(https://ads.x.com/terms\)](https://ads.x.com/terms).

Your Account

You may need to create an account to use the Services. You are responsible for safeguarding your account, so use a strong password and limit its use to this account. We cannot and will not be liable for any loss or damage arising from your failure to comply with the above.

You can control most communications from the Services. We may need to provide you with certain communications, such as service announcements and administrative messages. These communications are considered part of the Services and your account, and you may not be able to opt-out from receiving them. If you added your phone number to your account and you later change or deactivate that phone number, you must update your account information to help prevent us from communicating with anyone who acquires your old number.

Your License to Use the Services

We give you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you as part of the Services. This license has the sole purpose of enabling you to use and enjoy the benefit of the Services as provided on X, in the manner permitted by these Terms.

The Services are protected by copyright, trademark, and other laws of both the United States and other countries. Nothing in the Terms gives you a right to use the X name or any of the X trademarks, logos, domain names, other distinctive brand features, and other proprietary rights. All right, title, and interest in and to the Services (excluding Content provided by users) are and will remain our and our licensors' exclusive property. Any feedback, comments, or suggestions you may provide regarding X, or the Services is entirely voluntary and we will be free to use such feedback, comments or suggestions as we see fit and without any obligation to you.



Misuse of the Services

You also agree not to misuse the Services, for example, by interfering with them or accessing them using a method other than the interface and the instructions that we provide. You agree that you will not work around any technical limitations in the software provided to you as part of the Services, or reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits. You may not do any of the following while accessing or using the Services: (i) access, tamper with, or use non-public areas of the Services, our computer systems, or the technical delivery systems of our providers; (ii) probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures; (iii) access or search or attempt to access or search the Services by any means (automated or otherwise) other than through our currently available, published interfaces that are provided by us (and only pursuant to the applicable terms and conditions), unless you have been specifically allowed to do so in a separate agreement with us (NOTE: crawling or scraping the Services in any form, for any purpose without our prior written consent is expressly prohibited); (iv) forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the Services to send altered, deceptive or false source-identifying information; (v) engage in any conduct that violates our [Platform Manipulation and Spam Policy](#) or any other [Rules and Policies](#); or (vi) interfere with, or disrupt, (or attempt to do so), the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, mail-bombing the Services, or by scripting the creation of Content in such a manner as to interfere with or create an undue burden on the Services. It is also a violation of these Terms to facilitate or assist others in violating these Terms, including by distributing products or services that enable or encourage violation of these Terms.

Ending These Terms

You may end your legal agreement with us at any time by deactivating your accounts and discontinuing your use of the Services. See <https://help.x.com/managing-your-account/how-to-deactivate-x-account> for instructions on how to deactivate your account and the Privacy Policy for more information on what happens to your information.

We may suspend or terminate your account or cease providing you with all or part of the Services at any time if we reasonably believe: (i) you have violated these Terms or [our Rules and Policies](#), (ii) you create risk or possible legal exposure for us; (iii) your account should be removed due to unlawful conduct; (iv) your account should be removed due to prolonged inactivity; or (v) our provision of the Services to you is no longer commercially viable. We will



make reasonable efforts to notify you by the email address associated with your account or the next time you attempt to access your account, depending on the circumstances. To the extent permitted by law, we may also terminate your account or cease providing you with all or part of the Services for any other reason or no reason at our convenience. In all such cases, the Terms shall terminate, including, without limitation, your license to use the Services, except that the following sections shall continue to apply: 2, 3, 5, 6, and the misuse provisions of Section 4 (“Misuse of the Services”). If you believe your account was terminated in error you can file an appeal following the steps found in our [Help Center](https://help.x.com/forms/account-access/appeals) (<https://help.x.com/forms/account-access/appeals>). For the avoidance of doubt, these Terms survive the deactivation or termination of your account.

5. Disclaimers and Limitations of Liability

The Services are Available "AS-IS"

Your access to and use of the Services or any Content are at your own risk. You understand and agree that the Services are provided to you on an “AS IS” and “AS AVAILABLE” basis. The “X Entities” refers to X Corp., its parents, affiliates, related companies, officers, directors, employees, agents, representatives, partners, and licensors. Without limiting the foregoing, to the maximum extent permitted under applicable law, THE X ENTITIES DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. The X Entities make no warranty or representation and disclaim all responsibility and liability for: (i) the completeness, accuracy, availability, timeliness, security or reliability of the Services or any Content; (ii) any harm to your computer system, loss of data, or other harm that results from your access to or use of the Services or any Content; (iii) the deletion of, or the failure to store or to transmit, any Content and other communications maintained by the Services; and (iv) whether the Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. No advice or information, whether oral or written, obtained from the X Entities or through the Services, will create any warranty or representation not expressly made herein.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE X ENTITIES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE



DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (i) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES; (ii) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICES, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES; (iii) ANY CONTENT OBTAINED FROM THE SERVICES; OR (iv) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE X ENTITIES EXCEED THE GREATER OF ONE HUNDRED U.S. DOLLARS (U.S. \$100.00) OR THE AMOUNT YOU PAID US, IF ANY, IN THE PAST SIX MONTHS FOR THE SERVICES GIVING RISE TO THE CLAIM. THE LIMITATIONS OF THIS SUBSECTION SHALL APPLY TO ANY THEORY OF LIABILITY, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND WHETHER OR NOT THE X ENTITIES HAVE BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

6. General

We may revise these Terms from time to time. The changes will not be retroactive, and the most current version of the Terms, which will always be at x.com/tos, will govern our relationship with you. We will try to notify you of material revisions, for example via a service notification or an email to the email associated with your account. By continuing to access or use the Services after those revisions become effective, you agree to be bound by the revised Terms. To the extent permitted by law, you also waive the right to participate as a plaintiff or class member in any purported class action, collective action or representative action proceeding.

The laws of the State of California, excluding its choice of law provisions, will govern these Terms and any dispute that arises between you and us. All disputes related to these Terms or the Services will be brought solely in the federal or state courts located in San Francisco County, California, United States, and you consent to personal jurisdiction and waive any objection as to inconvenient forum. To the extent permitted by law, you also waive the right to participate as a plaintiff or class member in any purported class action, collective action or representative action proceeding.

If you are a federal, state, or local government entity in the United States using the Services in your official capacity and legally unable to accept the controlling law, jurisdiction or venue



clauses above, then those clauses do not apply to you. For such U.S. federal government entities, these Terms and any action related thereto will be governed by the laws of the United States of America (without reference to conflict of laws) and, in the absence of federal law and to the extent permitted under federal law, the laws of the State of California (excluding choice of law).

The X User Agreement is written in English but is made available in multiple languages through translations. X strives to make the translations as accurate as possible to the original English version. However, in case of any discrepancies or inconsistencies, the English language version of the X User Agreement shall take precedence. You acknowledge that English shall be the language of reference for interpreting and constructing the terms of the X User Agreement.

In the event that any provision of these Terms is held to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect. Our failure to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision.

If you have any questions about these Terms, please contact [us](#).

Effective: September 29, 2023

[Archive of Previous Terms](#)

X Terms of Service

If you live in the European Union, EFTA States, or the United Kingdom

These Terms of Service (“Terms”) govern your access to and use of the services, including our various websites, SMS, APIs, email notifications, applications, buttons, widgets, ads, commerce services, and our [other covered services](#) (<https://help.x.com/rules-and-policies/x-services-and-corporate-affiliates>) that link to these Terms (collectively, the “Services”), and any information, text, links, graphics, photos, audio, videos, or other materials or arrangements of materials uploaded, downloaded or appearing on the Services (collectively referred to as “Content”). By using the Services you agree to be bound by these



Terms.

These Terms are an agreement between you and Twitter International Unlimited Company (Co. number 503351, VAT number IE9803175Q), an Irish company, which provides X and the Services, with its registered office at One Cumberland Place, Fenian Street Dublin 2, D02 AX07 Ireland. The words “we,” “us,” and “our,” mean Twitter International Unlimited Company.

1. Who May Use the Services

You may use the Services only if you agree to form a binding contract with us and are not a person barred from receiving services under the laws of the applicable jurisdiction. In any case, you must be at least 13 years old to use the Services. If you are accepting these Terms and using the Services on behalf of a company, organization, government, or other legal entity, you represent and warrant that you are authorized to do so and have the authority to bind such entity to these Terms, in which case the words “you” and “your” as used in these Terms shall refer to such entity.

2. Privacy

Our [Privacy Policy](https://www.x.com/privacy) (<https://www.x.com/privacy>) describes how we handle the information you provide to us when you use the Services. You understand that through your use of the Services you consent to the collection and use (as set forth in the Privacy Policy) of this information, including the transfer of this information to the United States, Ireland, and/or other countries for storage, processing and use by us and our affiliates.

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You are responsible for your use of the Services and for any Content you provide, including compliance with applicable laws, rules, and regulations. You should only provide Content that you are comfortable sharing with others.

Any use or reliance on any Content or materials posted via the Services or obtained by you through the Services is at your own risk. We do not endorse, support, represent or guarantee the



completeness, truthfulness, accuracy, or reliability of any Content or communications posted via the Services or endorse any opinions expressed via the Services. You understand that by using the Services, you may be exposed to Content that might be offensive, harmful, inaccurate or otherwise inappropriate, or in some cases, postings that have been mislabeled or are otherwise deceptive. All Content is the sole responsibility of the person who originated such Content. We may not monitor or control the Content posted via the Services and, we cannot take responsibility for such Content.

We reserve the right to remove Content that violates the User Agreement, including for example, copyright or trademark violations or other intellectual property misappropriation, impersonation, unlawful conduct, or harassment. Information regarding specific policies and the process for reporting or appealing violations can be found in our Help Center (<https://help.x.com/rules-and-policies/x-report-violation> and <https://help.x.com/managing-your-account/suspended-x-accounts>).

If you believe that your Content has been copied in a way that constitutes copyright infringement, please report this by visiting our Copyright reporting form (<https://help.x.com/forms/dmca>) or contacting our designated copyright agent at:

X Corp.
Attn: Copyright Agent
1355 Market Street, Suite 900
San Francisco, CA 94103
Reports: <https://help.x.com/forms/dmca>
Email: copyright@x.com

Your Rights and Grant of Rights in the Content

You retain your rights to any Content you submit, post or display on or through the Services. What's yours is yours — you own your Content (and your incorporated audio, photos and videos are considered part of the Content).

By submitting, posting or displaying Content on or through the Services, you grant us a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute such Content in any and all media or distribution methods now known or later developed (for clarity, these rights include, for example, curating, transforming, and translating). This license authorizes us to make your Content available to the rest of the world and to let others do the same. However, if you have chosen via our features to limit the distribution of your Content to a restricted community, we will



respect that choice. You also agree that this license includes the right to analyze text and other information you provide with the view to improve the Services. You agree that this license includes the right for us to provide, promote, and improve the Services and to make Content submitted to or through the Services available to other companies, organizations or individuals for the syndication, broadcast, distribution, repost, promotion or publication of such Content on other media and services, subject to our terms and conditions for such Content use. Such additional uses by us, or other companies, organizations or individuals, is made with no compensation paid to you with respect to the Content that you submit, post, transmit or otherwise make available through the Services as the use of the Services by you is hereby agreed as being sufficient compensation for the Content and grant of rights herein.

We have an evolving set of rules for how ecosystem partners can interact with your Content on the Services. These rules exist to enable an open ecosystem with your rights in mind. You understand that we may modify or adapt your Content as it is distributed, syndicated, published, or broadcast by us and our partners and/or make changes to your Content in order to adapt the Content to different media.

You represent and warrant that you have, or have obtained, all rights, licenses, consents, permissions, power and/or authority necessary to grant the rights granted herein for any Content that you submit, post or display on or through the Services. You agree that such Content will not contain material subject to copyright or other proprietary rights, unless you have necessary permission or are otherwise legally entitled to post the material and to grant us the license described above.

4. Using the Services

Please review [our Rules and Policies](#), which are part of the User Agreement and outline conduct that is prohibited on the Services. You may use the Services only in compliance with these Terms and all applicable laws, rules and regulations. X takes enforcement actions when Content or user behavior is in violation of [our Rules and Policies](#) or in relation to sensitive media. You can review X's enforcement options and how you can appeal our enforcement decision [here](#).

The Services evolve constantly. As such, the Services may change from time to time, at our discretion. We may stop (permanently or temporarily) providing the Services or any features within the Services to you or to users generally. We also retain the right to create limits on use and storage at our sole discretion at any time. We may also remove or refuse to distribute any Content on the Services, limit distribution or visibility of any Content on the service, suspend or terminate users, and reclaim usernames if it is appropriate, including for the following reasons: (i) protecting the Services or our users; (ii) compliance with applicable laws or orders from competent authorities; (iii) breach of these Terms or [our Rules and Policies](#) or third parties' intellectual



property or other rights; (iv) if you or your Content exposes us, other users or any third party to legal or regulatory risk; and/or (v) your prolonged inactivity.

In consideration for our granting you access to and use of the Services, you agree that we and our third-party providers and partners may place advertising on the Services or in connection with the display of Content or information from the Services whether submitted by you or others. We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce the Terms, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of X, its users and the public. We do not disclose personally-identifying information to third parties except in accordance with our [Privacy Policy](#).

Certain services or features may be offered on X for which additional terms and conditions may apply in connection with your use of those services. These additional terms are accessible from our sites and applications dedicated to these services or features. By using or paying for any of these additional services, you will have to agree to any additional terms applicable to those services, and those additional terms will then also become part of our agreement with you. If any of the applicable additional terms conflict with these Terms, the additional terms will prevail while you are using those services to which they apply.

If you use paid features of the Services, you agree to the applicable [Terms for Paid Services](#) (<https://legal.x.com/purchaser-terms.html>).

If you use developer features of the Services, including but not limited to [X for Websites](#) (<https://developer.x.com/docs/twitter-for-websites>), [X Cards](#) (<https://developer.x.com/docs/twitter-for-websites/cards/overview/abouts-cards>), [Public API](#) (<https://developer.x.com/docs>), or [Sign in with X](#) (<https://developer.x.com/docs/authentication/guides/log-in-with-twitter>), you agree to our [Developer Agreement](#) (<https://developer.x.com/developer-terms/agreement>) and [Developer Policy](#) (<https://developer.x.com/developer-terms/policy>). If you want to reproduce, modify, create derivative works, distribute, sell, transfer, publicly display, publicly perform, transmit, or otherwise use the Services or Content on the Services, you must use the interfaces and instructions we provide, except as permitted through the Services, these Terms, or the terms provided on <https://developer.x.com/developer-terms>. Otherwise, all such actions are strictly prohibited. If you are a security researcher, you are required to comply with the rules of our [Vulnerability Reporting Program](#) (<https://hackerone.com/x>). The requirements set out in the preceding paragraph may not apply to those participating in our Vulnerability Reporting Program.



If you use advertising features of the Services, you agree to our [Master Services Agreement \(https://ads.x.com/terms\)](https://ads.x.com/terms).

Your Account

You may need to create an account to use the Services. You are responsible for safeguarding your account, so use a strong password and limit its use to this account. We cannot and will not be liable for any loss or damage arising from your failure to comply with the above.

You can control most communications from the Services. We may need to provide you with certain communications, such as service announcements and administrative messages. These communications are considered part of the Services and your account, and you may not be able to opt-out from receiving them. If you added your phone number to your account and you later change or deactivate that phone number, you must update your account information to help prevent us from communicating with anyone who acquires your old number.

Your License to Use the Services

We give you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you as part of the Services. This license has the sole purpose of enabling you to use and enjoy the benefit of the Services as provided on X, in the manner permitted by these Terms.

The Services are protected by copyright, trademark, and other laws of both the United States and other countries. Nothing in the Terms gives you a right to use the X name or any of the X trademarks, logos, domain names, other distinctive brand features, and other proprietary rights. All right, title, and interest in and to the Services (excluding Content provided by users) are and will remain our and our licensors' exclusive property. Any feedback, comments, or suggestions you may provide regarding X, or the Services is entirely voluntary and we will be free to use such feedback, comments or suggestions as we see fit and without any obligation to you.

Misuse of the Services

You also agree not to misuse the Services, for example, by interfering with them or accessing them using a method other than the interface and the instructions that we provide. You agree that you will not work around any technical limitations in the software provided to you as part of the



Services, or reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits. You may not do any of the following while accessing or using the Services: (i) access, tamper with, or use non-public areas of the Services, our computer systems, or the technical delivery systems of our providers; (ii) probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures; (iii) access or search or attempt to access or search the Services by any means (automated or otherwise) other than through our currently available, published interfaces that are provided by us (and only pursuant to the applicable terms and conditions), unless you have been specifically allowed to do so in a separate agreement with us (NOTE: crawling or scraping the Services in any form, for any purpose without our prior written consent is expressly prohibited); (iv) forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the Services to send altered, deceptive or false source-identifying information; (v) engage in any conduct that violates our [Platform Manipulation and Spam Policy](#) or any other [Rules and Policies](#); or (vi) interfere with, or disrupt, (or attempt to do so), the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, mail-bombing the Services, or by scripting the creation of Content in such a manner as to interfere with or create an undue burden on the Services. It is also a violation of these Terms to facilitate or assist others in violating these Terms, including by distributing products or services that enable or encourage violation of these Terms.

Ending These Terms

You may end your legal agreement with us at any time by deactivating your accounts and discontinuing your use of the Services. See <https://help.x.com/managing-your-account/how-to-deactivate-x-account> for instructions on how to deactivate your account and the Privacy Policy for more information on what happens to your information.

We may suspend or terminate your account or cease providing you with all or part of the Services at any time if we reasonably believe: (i) you have violated these Terms or [our Rules and Policies](#); (ii) you create risk or possible legal exposure for us; (iii) your account should be removed due to unlawful conduct; (iv) your account should be removed due to prolonged inactivity; or (v) our provision of the Services to you is no longer commercially viable. We will make reasonable efforts to notify you by the email address associated with your account or the next time you attempt to access your account, depending on the circumstances. In all such cases, the Terms shall terminate, including, without limitation, your license to use the Services, except that the following sections shall continue to apply: 2, 3, 5, 6, and the misuse provisions of Section 4 (“Misuse of the Services”). If you believe your account was terminated in error you can file an appeal following the steps found in our [Help Center](#) (<https://help.x.com/forms/account-access/appeals>). For the



avoidance of doubt, these Terms survive the deactivation or termination of your account.

5. Limitations of Liability

By using the Services you agree that X Corp., its parents, affiliates, related companies, officers, directors, employees, agents representatives, partners and licensors, liability is limited to the maximum extent permissible in your country of residence.

6. General

We may revise these Terms from time to time. The changes will not be retroactive, and the most current version of the Terms, which will always be at x.com/tos, will govern our relationship with you. Other than for changes addressing new functions or made for legal reasons, we will notify you 30 days in advance of making effective changes to these Terms that impact the rights or obligations of any party to these Terms, for example via a service notification or an email to the email associated with your account. By continuing to access or use the Services after those revisions become effective, you agree to be bound by the revised Terms.

To the extent permitted by law, you waive the right to participate as a plaintiff or class member in any purported class action, collective action or representative action proceeding.

The X User Agreement is written in English but is made available in multiple languages through translations. X strives to make the translations as accurate as possible to the original English version. However, in case of any discrepancies or inconsistencies, the English language version of the X User Agreement shall take precedence. You acknowledge that English shall be the language of reference for interpreting and constructing the terms of the X User Agreement.

In the event that any provision of these Terms is held to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect. Our failure to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision.

If you have any questions about these Terms, please contact [us](#).

Effective: September 29, 2023



[Archive of Previous Terms](#)

EXHIBIT 2



X Privacy Policy

Before you scroll, read this

It's really hard to make everyone happy with a Privacy Policy. Most people who use X want something short and easy to understand. While we wish we could fit everything you need to know into a post, our regulators ask us to meet our legal obligations by describing them all in a lot of detail.

With that in mind, we've written our Privacy Policy as simply as possible to empower you to make informed decisions when you use X by making sure you understand and have control over the information we collect, how it's used, and when it's shared.

So if you skip reading every word of the Privacy Policy, at least know this:

X is a public platform

[Learn what's viewable & searchable](#)

**We collect some data
about you**

[Learn what we collect & how](#)

Affiliate services may have their own policies

[Learn about affiliates](#)

We use your data to make X better

[Learn how we make your info work](#)

You can control your experience

[Learn how to update your settings](#)



If you have questions about how we use data, just ask

[Learn how to contact us](#)

1. Information We Collect

The information we collect when you use X falls into three categories.

1.1 Information you provide us.

To use some of our products and services you need to have an account, and to create an account, you need to provide us certain information. Likewise, if you use our paid products and services, we cannot provide them to you without getting payment information. Basically, certain information is necessary if you want to use many of our products and services.

- **Personal Accounts.** If you create an account, you must provide us with some information so that we can provide our services to you. This includes a display name (for example, “Creators”); a username (for example, @XCreators); a password; an email address or phone number; a date of birth; your display language; and third-party single sign-in information (if you choose this sign-in method). You can also choose to share your location in your profile and posts, and to upload your address book to X to help find people you may know. Your profile information, which includes your display name and username, is always public, but you can use either your real name or a pseudonym. And remember, you can create multiple X accounts, for example, to express different parts of your identity, professional or otherwise.
- **Professional Accounts.** If you create a [professional account](#), you also need to provide us with a professional category, and may provide us with other information, including street address, contact email address, and contact phone number, all of which will always be public.
- **Payment Information.** In order to purchase ads or other offerings provided as part of our paid products and services you will need to provide us payment information, including your credit or debit card number, card expiration date,



CVV code, and billing address.

- **Preferences.** When you set your preferences using your [settings](#), we collect that information so that we can respect your preferences.
- **Biometric Information.** Based on your consent, we may collect and use your biometric information for safety, security, and identification purposes.
- **Job Applications / Recommendations.** We may collect and use your personal information (such as your employment history, educational history, employment preferences, skills and abilities, job search activity and engagement, and so on) to recommend potential jobs for you, to share with potential employers when you apply for a job, to enable employers to find potential candidates, and to show you more relevant advertising.

1.2 Information we collect when you use X.

When you use our services, we collect information about how you use our products and services. We use that information to provide you with products and services, to help keep X more secure and respectful for everyone, and more relevant to you.

Usage Information. We collect information about your activity on X, including:

- Posts and other content you post (including the date, application, and version of X) and information about your broadcast activity (e.g., Spaces), including broadcasts you've created and when you created them, your lists, bookmarks, and communities you are a part of.
- Your interactions with other users' content, such as reposts, likes, bookmarks, shares, replies, if other users mention or tag you in content or if you mention or tag them, and broadcasts you've participated in (including your viewing history, listening, commenting, speaking, and reacting).
- How you interact with others on the platform, such as people you follow and people who follow you, metadata related to [Encrypted Messages](#), and when you use [Direct Messages](#), including the contents of the messages, the recipients, and date and time of messages.



- If you communicate with us, such as through email, we will collect information about the communication and its content.
- We collect information on links you interact with across our services (including in our emails sent to you).

Purchase and payments. To allow you to make a payment or send money using X features or services, including through an intermediary, we may receive information about your transaction such as when it was made, when a subscription is set to expire or auto-renew, and amounts paid or received.

Device Information. We collect information from and about the devices you use to access X, including:

- Information about your connection, such as your IP address, browser type, and related information.
- Information about your device and its settings, such as device and advertising ID, operating system, carrier, language, memory, apps installed, and battery level.
- Your device address book, if you've chosen to share it with us.

Location Information. When you use X, we collect some information about your approximate location to provide the service you expect, including showing you relevant ads. You can also choose to share your current precise location or places where you've previously used X by enabling these settings in your account.

Inferred Identity. We may collect or receive information that we use to infer your identity as detailed below:

- When you sign into X on a browser or device, we will associate that browser or device with your account. Subject to your settings, we may also associate your account with browsers or devices other than those you use to sign into X (or associate your signed-out device or browser with other browsers or devices or X-generated identifiers).



- When you provide other information to X, including an email address or phone number, we associate that information with your X account. Subject to your settings, we may also use this information in order to infer other information about your identity, for example by associating your account with hashes of email addresses that share common components with the email address you have provided to X.
- When you access X and are not signed in, we may infer your identity based on the information we collect.

Log Information. We may receive information when you view content on or otherwise interact with our products and services, even if you have not created an account or are signed out, such as:

- IP address and related information; browser type and language; operating system; the referring webpage; access times; pages visited; location; your mobile carrier; device information (including device and application IDs); search terms and IDs (including those not submitted as queries); ads shown to you on X; X-generated identifiers; and identifiers associated with cookies. We also receive log information when you click on, view, or interact with links on our services, including when you install another application through X.

Advertisements. When you view or interact with ads we serve on or off X, we may collect information about those views or interactions (e.g., watching a video ad or preroll, clicking on an ad, interacting with reposts of or replies to an ad).

Cookies and similar technologies. Like many websites, we use cookies and similar technologies to collect additional website usage data and to operate our services. Cookies are not required for many parts of our products and services such as searching and looking at public profiles. You can learn more about how we use cookies and similar technologies [here](#).

Interactions with our content on third-party sites. When you view our content on third-party websites that integrate X content such as embedded timelines or post buttons, we may receive log information that includes the web page you visited.



1.3 Information we receive from third parties.

When you use other online products and services, they may share information about that usage with us.

Ad Partners, Developers, Publishers. Our ad and business partners share information with us such as browser cookie IDs, X-generated identifiers, mobile device IDs, hashed user information like email addresses, demographic or interest data, and content viewed or actions taken on a website or app. Some of our ad partners, particularly our advertisers, also enable us to collect similar information directly from their website or app by integrating our advertising technology. Information shared by ad partners and affiliates or collected by X from the websites and apps of ad partners and affiliates may be combined with the other information you share with X and that X receives, generates, or infers about you described elsewhere in this Privacy Policy.

Other Third Parties, Account Connections, and Integrations. We may receive information about you from third parties who are not our ad partners, such as other X users, developers, and partners who help us evaluate the safety and quality of content on our platform, our [corporate affiliates](#), and other services you link to your X account. You may choose to connect your X account to your account on another service, and that other service may send us information about your account on that service.

2. How We Use Information

Breaking down how we use the information we collect is not simple because of the way the systems that bring our services to you work. For example, the same piece of information may be used differently for different purposes to ultimately deliver a single service. We think it's most useful to describe the five main ways we use information and if you have questions that are not answered, you can always [contact us](#). Here we go:

2.1 Operate, improve, and personalize our services.

We use the information we collect to provide and operate X products and services. We also use the information we collect to improve and personalize our products and services so that you have a better experience on X, including by showing you more



relevant content and ads, suggesting people and topics to follow, enabling and helping you discover [affiliates](#), third-party apps, and services. We may use the information we collect and publicly available information to help train our machine learning or artificial intelligence models for the purposes outlined in this policy.

We may use the information we collect from accounts of other services that you choose to connect your X account to provide you features like cross-posting or cross-service authentication, and to operate our services.

We use your contact information to help others find your account if your settings permit, including through third-party services and client applications.

We use your information to provide our advertising and sponsored content services subject to your [settings](#), which helps make ads on X more relevant to you. We also use this information to measure the effectiveness of ads and to help recognize your devices to serve you ads on and off of X. Some of our ad partners also enable us to collect similar information directly from their website or app by integrating our advertising technology. Information shared by ad partners and affiliates or collected by X from the websites and apps of ad partners and affiliates may be combined with the other information you share with X and that X receives, generates, or infers about you, as described elsewhere in our Privacy Policy.

2.2 Foster safety and security.

We use information we collect to provide for the safety and security of our users, our products, services, and your account. This includes verifying your identity, authenticating your account, and defending against fraud, unauthorized use, and illegal activity. We also use the information to evaluate and affect the safety and quality of content on X - this includes investigating and enforcing our policies and terms, as well as applicable law.

2.3 Measure, analyze and make our services better.

We use the information we collect to measure and analyze the effectiveness of our products and services and to better understand how you use them in order to make them better.



2.4 Communicate with you about our services.

We use the information we collect to communicate with you about our products and services, including about product updates and changes to our policies and terms. If you're open to hearing from us, we may also send you marketing messages from time to time.

2.5 Research.

We use information you share with us, or that we collect to conduct research, surveys, product testing, and troubleshooting to help us operate and improve our products and services.

3. Sharing Information

You should know the ways we share your information, why we share it, and how you can control it. There are five general ways we share your information.

3.1 When you post and share.

With the general public. You are directing us to disclose that information as broadly as possible. X content, including your profile information (e.g., name/pseudonym, username, profile pictures), is available for viewing by the general public. The public does not need to be signed in to view some content on X. They may also find X content off of X, for example from search query results on Internet search engines.

With other X users. Depending on your [settings](#), and based on the X products and services you use, we share:

- Your interactions with X content of other users, such as likes, and people you follow.
- Content you send to a specific X user, such as through [Direct Messages](#). Please keep in mind that if you've shared information like Direct Messages or protected posts with someone else who accesses X through a third-party service, the information may be shared with the third-party service.



With partners. Depending on your [settings](#), we also provide certain third parties with information to help us offer or operate our products and services. You can learn more about these partnerships in our [Help Center](#). You can control whether X shares your personal information with these partners by using the “Data sharing with business partners” option in your [Privacy & Safety settings](#). (This setting does not control sharing described elsewhere in this Privacy Policy, such as when we share information with our service providers, or through partnerships other than as described in this [Help Center](#) article.)

3.2 With third parties & third-party integrations.

With service providers. We may share your information with our [service providers](#) that perform functions and provide services on our behalf, including payment services providers who facilitate payments; service providers that host our various blogs and wikis; service providers that help us understand the use of our services; applicant tracking system providers to send and receive applicant and job data to potential employers; and those that provide fraud detection services.

With advertisers. Advertising revenue enables us to provide our products and services. Advertisers may learn information from your engagement with their ads on or off X. For example, if you click on an external link or ad on our services, that advertiser or website operator might figure out that you came from X, along with other information associated with the ad you clicked, such as characteristics of the audience it was intended to reach and other X-generated identifiers for that ad. They may also collect other personal information from you, such as cookie identifiers, or your IP address.

Third-party content & integrations. We share or disclose your information with your consent or at your direction, such as when you [authorize a third-party web client or application](#) to access your account or when you direct us to share your feedback with a business. Similarly, to improve your experience, we work with third-party partners to display their video content on X or to allow cross-platform sharing. When you watch or otherwise interact with content from our video or cross-platform sharing partners, they may receive and process your personal information as described in their privacy policies. For video content, you can adjust your [autoplay settings](#) if you prefer that content not to play automatically.

Through our APIs. We use technology like [APIs](#) and embeds to make public X information available to websites, apps, and others for their use, for example,



displaying posts on a news website or analyzing what people say on X. We generally make this content available in limited quantities for free and charge licensing fees for large-scale access. We have [standard terms](#) that govern how this information can be used, and a compliance program to enforce these terms. But these individuals and companies are not affiliated with X, and their offerings may not reflect updates you make on X. For more information about how we make public data on X available to the world, visit <https://developer.x.com>.

3.3 When required by law, to prevent harm, or in the public interest.

We may preserve, use, share, or disclose your information if we believe that it is reasonably necessary to:

- comply with a law, regulation, [legal process, or governmental request](#);
- protect the safety of any person, protect the safety or integrity of our platform, including to help prevent spam, abuse, or malicious actors on our services;
- explain why we have removed content or accounts from our services (e.g., for a violation of [Our Rules](#));
- address fraud, security, or technical issues; or
- protect our rights or property, or the rights or property of those who use our services.

3.4 With our Affiliates.

We may share information amongst our [affiliates](#) to provide our products and services.

3.5 As a result of a change in ownership.

We may share, sell, or transfer information about you in connection with a merger, acquisition, reorganization, sale of assets, or bankruptcy. This Privacy Policy will apply to your personal information that is shared with (before and after the close of any transaction) or transferred to the new entity.



4. How Long We Keep Information

We keep different types of information for different periods of time:

- We keep your profile information and content for the duration of your account.
- We generally keep other personally identifiable data we collect when you use our products and services for a maximum of 18 months.
- Remember public content can exist elsewhere even after you remove it from X. For example, search engines and other third parties may retain copies of your posts longer, based upon their own privacy policies, even after they are deleted or expire on X. You can read more about search visibility [here](#).
- Where you violate our Rules and your account is suspended, we may keep the identifiers you used to create the account (i.e., email address or phone number) indefinitely to prevent repeat policy offenders from creating new accounts.
- We may keep certain information longer than our policies specify in order to comply with legal requirements and for safety and security reasons.

5. Take Control

5.1 Access, Correction, Portability.

You can access, correct, or modify the information you provided to us by editing your profile and adjusting your account [settings](#).

- You can learn more about the information we have collected or inferred about you in [Your X Data](#) and request access to additional information [here](#).
- You can download a copy of your information, such as your posts, by following the instructions [here](#).

To protect your privacy and maintain security, we take steps to verify your identity before granting you access to your personal information or complying with a deletion,



portability, or other related request. We may, in certain situations, reject your request for access, correction, or portability, for example, we may reject access where you are unable to verify your identity.

5.2 Deleting your Information.

If you follow the instructions [here](#), your account will be deactivated and your data will be queued for deletion. When deactivated, your X account, including your display name, username, and public profile, will no longer be viewable on X.com, X for iOS, and X for Android. For up to 30 days after deactivation it is still possible to restore your X account if it was accidentally or wrongfully deactivated.

5.3 Objecting to, Restricting, or Withdrawing your Consent.

You can manage your privacy settings and other account features [here](#). If you change your settings it may take some time for your choices to be fully reflected throughout our systems. You may also notice changes in your X experience or limitations in your ability to access certain features depending on the settings you've adjusted. You may also manage additional settings when interacting with certain content and features on different parts of the platform, such as whether a [Space](#) is recorded, or whether [videos you upload](#) are downloadable by others.

X adheres to the Digital Advertising Alliance Self-Regulatory Principles for Online Behavioral Advertising (also referred to as “interest-based advertising”) and respects the DAA’s consumer choice tool for you to opt out of interest-based advertising at <https://optout.aboutads.info/>.

5.4 Authorized Agent Requests.

To submit a request related to access, modification, or deletion of your information, or someone else’s information if you are their authorized agent, you may also contact us as specified in the How To Contact X section of our Privacy Policy below. We may require you to provide additional information for verification.



6. Your Rights and Ours

We provide X to people all over the world and provide many of the same privacy tools and controls to all of our users regardless of where they live. However, your experience may be slightly different than users in other countries to ensure X respects local requirements.

6.1 We have specific legal bases to use your information.

X has carefully considered the legal reasons it is permitted to collect, use, share and otherwise process your information. If you want to dig in to learn more and better understand the nuances, we'd encourage you to check out [this additional information about data processing](#). And no, we don't sell your personal information.

6.2 We move your data to make X work for you.

Just as you use X to seamlessly participate in global conversations with people in countries all over the world, X must move information across borders and to different countries around the world to support the safe and reliable service you depend on. For example, if you live in Europe and are having a conversation with someone in the United States, information has to move between those countries to provide that experience – it's what you expect from us.

We also use data centers and cloud providers, and engage [our affiliates](#) and third-party partners and [service providers](#) located in many parts of the world to help us provide our services. Before we move data between countries we look at the risks that may be presented to the data and rely on [standard contractual clauses](#) (SCCs), where applicable, to ensure your data rights are protected. To request a copy of the SCCs, please contact us [here](#). If data will be shared with a third party, we require them to maintain the same protections over your data that we provide directly.

7. X's Audience

Our services are not directed to children, and you may not use our services if you are under the age of 13. You must also be old enough to consent to the processing of your



personal data in your country (in some countries we may allow your parent or guardian to do so on your behalf).

8. Changes To This Privacy Policy

The most current version of this Privacy Policy governs our processing of your personal data and we may revise this Privacy Policy from time to time as needed.

If we do revise this Privacy Policy and make changes that are determined by us to be material, we will provide you notice and an opportunity to review the revised Privacy Policy before you continue to use X.

9. General

The X Privacy Policy is written in English but is made available in multiple languages through translations. X strives to make the translations as accurate as possible to the original English version. However, in case of any discrepancies or inconsistencies, the English language version of the X Privacy Policy shall take precedence. You acknowledge that English shall be the language of reference for interpreting and constructing the terms of the X Privacy Policy.

10. How To Contact X

We want to hear from you if you have thoughts or questions about this Privacy Policy. You can contact us via our [Privacy Policy Inquiries](#) page or by writing to us at the appropriate address below. Information about our handling of California Consumer Privacy Act (CCPA) requests is available [here](#).

If you live in the United States or any other country outside of the European Union, EFTA States, or the United Kingdom, the data controller responsible for your personal data is X Corp., with an address of:

X Corp.
Attn: Privacy Policy Inquiry
1355 Market Street, Suite 900
San Francisco, CA 94103



If you live in the European Union, EFTA States, or the United Kingdom, the data controller is Twitter International Unlimited Company, with an address of:

Twitter International Unlimited Company

Attn: Data Protection Officer

One Cumberland Place, Fenian Street

Dublin 2, D02 AX07 IRELAND

You can confidentially contact X's Data Protection Officer through our [Data Protection Inquiry Form](#). If you wish to raise a concern about our [data processing practices](#), you have the right to do so with your local supervisory authority or Twitter International Unlimited Company's lead supervisory authority, the Irish Data Protection Commission, using the [contact details](#) listed on their website.

Effective: September 29, 2023

EXHIBIT 3



Sign in

Twitter Privacy Policy

Our Services instantly connect people everywhere to what's most meaningful to them. For example, any registered user of Twitter can send a Tweet, which is public by default, and can include a message of 140 characters or less and content like photos, videos, and links to other websites.



What you share on Twitter may be viewed all around the world instantly. You are what you Tweet!

This Privacy Policy describes how and when we collect, use, and share your information across our websites, SMS, APIs, email notifications, applications, buttons, embeds, ads, and [our other covered services](#) that link to this Policy (collectively, the “Services”), and from our partners and other third parties. For example, you send us information when you use our Services on the web, via SMS, or from an application such as Twitter for Mac, Twitter for Android, or TweetDeck. When using any of our Services you consent to the collection, transfer, storage, disclosure, and use of your information as described in this Privacy Policy. This includes any information you choose to provide that is deemed sensitive under applicable law.

When this policy mentions “we” or “us,” it refers to the controller of your information under this policy. If you live in the United States, your information is controlled by Twitter, Inc., 1355 Market Street, Suite 900, San Francisco, CA 94103 U.S.A. If you live outside the United States, the data

controller responsible for your information is Twitter International Company, an Irish company with its registered office at One Cumberland Place, Fenian Street, Dublin 2 D02 AX07 Ireland. Despite this, you alone control and are responsible for the posting of your Tweets and other content you submit through the Services, as provided in the [Terms of Service](#) and [Twitter Rules](#).

Irrespective of which country you live in, you authorize us to transfer, store, and use your information in the United States, Ireland, and any other country where we operate. In some of these countries, the privacy and data protection laws and rules regarding when government authorities may access data may vary from those in the country where you live. Learn more about our global operations and data transfer [here](#).

If you have any questions or comments about this Privacy Policy, please submit a request through our form, available at <https://support.twitter.com/forms/privacy>.

Information Collection and Use



We collect and use your information below to provide, understand, and improve our Services.

Basic Account Information: If you choose to create a Twitter account, you must provide us with some personal information, such as your name, username, password, email address, or phone number. On Twitter, your name and username are always listed publicly, including on your profile page and in search results, and you can use either your real name or a pseudonym. You can create and manage multiple Twitter accounts. If you use [Digits by Twitter](#), the contact information you provide to log in is not public. Some of our product features, such as searching and viewing public Twitter user profiles or watching a broadcast on Periscope's website, do not require you to create an account.

Contact Information: You may use your contact information, such as your email address or phone number, to customize your account or enable certain account features, for example, for [login verification](#) or [Twitter via SMS](#). If you provide us with your phone number, you agree to receive text messages to that number from us. We may use your contact information to send you information about our Services, to market to you, to help prevent spam, fraud, or abuse, and to help others find your account, including through third-party services and client applications. You may use your settings for [email](#) and [mobile notifications](#) to control notifications you receive from Twitter. You may also unsubscribe from a notification by following the instructions contained within the notification or the instructions on our website. Your Discoverability [privacy settings](#) control whether others can find you on Twitter by your email address or phone number.

Additional Information: You may choose to provide us with additional information to help improve and personalize your experience across our Services. For example, you may choose to upload and sync your address book so that we can help you find and connect with users you know or help other users find and connect with you. We may later personalize content, such as making suggestions or showing user accounts and Tweets for you and other users, based on imported address book contacts. You can delete your imported address book contacts at any time by visiting your Contacts Dashboard at https://twitter.com/settings/contacts_dashboard. If you email us, we may keep your message, email address, and contact information to respond to your request. If you connect your account on our Services to your account on another service, the other service may send us information that you authorize for use in the Services. This information may enable cross-posting or otherwise help us improve the Services, and is deleted from our Services within a few weeks of your disconnecting from our Services your account on the other service.

Tweets, Following, Lists, Profile, and Other Public Information: Twitter is primarily designed to help you share information with the world. Most of the information you provide us through Twitter is information you are asking us

to make public. You may provide us with profile information such as a short biography, your location, your website, date of birth, or a picture. Additionally, your public information includes the messages you Tweet; the metadata provided with Tweets, such as when you Tweeted and the client application you used to Tweet; information about your account, such as creation time, language, country, and time zone; and the lists you create, people you follow, Tweets you Like or Retweet, and Periscope broadcasts you click or otherwise engage with (such as by commenting or hearting) on Twitter. Twitter broadly and instantly disseminates your public information to a wide range of users, customers, and services, including search engines, developers, and publishers that integrate Twitter content into their services, and organizations such as universities, public health agencies, and market research firms that analyze the information for trends and insights. When you share information or content like photos, videos, and links via the Services, you should think carefully about what you are making public. We may use this information to make [inferences](#), like what topics you may be interested in. Our default is almost always to make the information you provide through the Services public for as long as you do not delete it, but we generally give you [settings](#) or features, like [protected Tweets](#), to make the information more private if you want. For certain profile information fields we provide you with [visibility settings](#) to select who can see this information in your profile. If you provide us with profile information and you don't see a visibility setting, that information is public. You can change the [language](#) and [time zone](#) associated with your account at any time using your account settings, available at <https://twitter.com/settings/account>.

Direct Messages and Non-Public Communications: We provide certain features that allow you to communicate more privately. For example, you can use Direct Messages to have private conversations with other Twitter users. When you privately communicate with others through our Services, such as by sending and receiving Direct Messages, we will store and process your communications, and information related to them. Please note that if you interact with public Twitter content shared with you via Direct Message, for instance by liking a Tweet shared via Direct Message, those

interactions may be public. When you use features like Direct Messages to communicate privately, please remember that recipients may copy, store, and re-share the contents of your communications.

Location Information: We may receive information about your location. For example, you may choose to publish your location in your Tweets and in your Twitter profile. You may also tell us your location when you set your trend location on Twitter.com. We may also determine location by using other data from your device, such as precise location information from GPS, information about wireless networks or cell towers near your mobile device, or your IP address. We may use and store information about your location to provide features of our Services, such as allowing you to Tweet with your location, and to improve and customize the Services, for example, with more relevant content like local trends, stories, ads, and suggestions for people to follow. Learn more about our use of location [here](#), and how to set your location preferences [here](#).

Links: We may keep track of how you interact with links across our Services, including our email notifications, third-party services, and client applications, by redirecting clicks or through other means. We do this to help improve our Services, to provide more relevant advertising, and to be able to share aggregate click statistics such as how many times a particular link was clicked on. Links, Tweets, and non-public communications like Direct Messages shared on the Services will be processed and links shortened to a <http://t.co> link.

Cookies: Like many websites, we use cookies and similar technologies to collect additional website usage data and to improve our Services, but we do not require cookies for many parts of our Services such as searching and looking at public user profiles. A cookie is a small data file that is transferred to your computer or mobile device. We may use both session cookies and persistent cookies to better understand how you interact with our Services, to monitor aggregate usage by our users and web traffic routing on our Services, and to customize and improve our Services. Although most web

browsers automatically accept cookies, some browsers' settings can be modified to decline cookies or alert you when a website is attempting to place a cookie on your computer. However, some Services may not function properly if you disable cookies. You can control how we personalize your Twitter experience and ads by using your Personalization and Data settings, which are available at <https://twitter.com/personalization> whether or not you have a Twitter account. We respond to these settings rather than the Do Not Track browser option, which we no longer support. Learn more about how we use cookies and similar technologies [here](#).

Using Our Services: We receive information when you view content on or otherwise interact with our Services, even if you have not created an account ("Log Data"). For example, when you visit our websites, sign into our Services, interact with our email notifications, use your account to authenticate to a third-party website, application, or service, or visit a third-party website, application, or service that includes Twitter content, we may receive information about you. This Log Data may include your IP address, browser type, operating system, the referring web page, pages visited, location, your mobile carrier, device information (including device and application IDs), search terms, or cookie information. We also receive Log Data when you click on, view or interact with links on our Services, including links to third-party applications, such as when you choose to install another application through Twitter. We use Log Data to make inferences, like what topics you may be interested in, and to customize the content we show you, including ads. You can learn about the interests we have inferred about you from your activity on and off of Twitter in Your Twitter Data, available at https://twitter.com/your_twitter_data. We keep Log Data as needed for the purposes described in this Privacy Policy. We will either delete Log Data or remove any common account identifiers, such as your username, full IP address, email address, or phone number, after a maximum of 18 months, if not sooner.

Twitter for Web Data: We may personalize the Services for you based on your visits to third-party websites that integrate Twitter content such as

embedded timelines or Tweet buttons. When you view our content on these websites, we may receive Log Data that includes the web page you visited. We never associate this web browsing history with your name, email address, phone number, or Twitter handle, and we delete, obfuscate, or aggregate it after no longer than 30 days. We may use interests or other information that we derive from this data to improve our Services and personalize content for you, such as suggestions for people to follow, advertising, and other content you may be interested in. You can see and control interests that we use to personalize your experience in Your Twitter Data, available at https://twitter.com/your_twitter_data. You can also control whether we keep track of your visits to websites with Twitter content by using your Personalization and Data settings, available at <https://twitter.com/personalization>.

Advertising: Our Services are supported by advertising. We may use the information described in this Privacy Policy to help make our advertising more relevant to you, to measure its effectiveness, and to help recognize your devices to serve you ads on and off of Twitter. We do not use the content you share privately in Direct Messages to serve you ads. Our Twitter Ads Policy also prohibits advertisers from targeting ads based on categories we consider [sensitive](#), such as race, religion, politics, sex life, or health. Twitter adheres to the Digital Advertising Alliance Self-Regulatory Principles for Online Behavioral Advertising (also referred to as “interest-based advertising”). If you prefer, you can opt out of interest-based advertising by unchecking Personalize Ads in your Personalization and Data settings, available at <https://twitter.com/personalization> or through the DAA’s consumer choice tool at <https://optout.aboutads.info>. We will not use information from the browser (and for logged in users, the account) on which you opt out for interest-based advertising, and that browser or account will not be eligible to receive interest-based ads from Twitter. Learn more about your privacy options for interest-based ads [here](#) and about how ads work on our Services [here](#).

Third-Parties and Affiliates: We may receive information about you from

third parties, such as other Twitter users, partners (including ad partners), or our [corporate affiliates](#). For example, other users may share or disclose information about you, such as when they mention you, share a photo of you, or tag you in a photo. Your [privacy settings](#) control who can tag you in a photo. Our ad partners and affiliates may share information with us such as a browser cookie ID, mobile device ID, or cryptographic hash of an email address, as well as demographic or interest data and content viewed or actions taken on a website or app. Our ad partners, particularly our advertisers, may enable us to collect similar information directly from their website or app by integrating our advertising technology.

Personalizing Across Your Devices: When you log into your account with a browser or device, we will associate that browser or device with your account for purposes such as authentication and personalization. Depending on your settings, we may also personalize your experience on, and based on information from, other browsers or devices besides the ones you use to log into Twitter. For example, if you visit websites with sports content on your laptop, we may show you sports-related ads on Twitter for Android. You can control whether we link your account to browsers or devices other than the ones you use to log into Twitter (or if you're logged out, whether we link the browser or device you're currently using to any other devices) through your Personalization and Data settings, available at <https://twitter.com/personalization>.

Information Sharing and Disclosure



We do not disclose your private personal information except in the limited circumstances described [here](#).

User Consent or Direction: We may share or disclose your information at your direction, such as when you authorize a third-party web client or application to access your account or when you direct us to share your

feedback with a business. When you use Digits by Twitter to sign up for or log in to a third-party application, you are directing us to share your contact information, such as your phone number, with that application. If you've shared information, like Direct Messages or protected Tweets, with another user who accesses Twitter through a third-party service, keep in mind that the information may be shared with the third-party service.

Service Providers: We engage service providers to perform functions and provide services to us in the United States, Ireland, and other countries. For example, we use a variety of third-party services to help provide our Services, such as hosting our various blogs and wikis, and to help us understand and improve the use of our Services, such as Google Analytics. We may share your private personal information with such service providers subject to obligations consistent with this Privacy Policy and any other appropriate confidentiality and security measures, and on the condition that the third parties use your private personal data only on our behalf and pursuant to our instructions. We share your payment information, including your credit or debit card number, card expiration date, CVV code, and billing address with payment services providers to process payments; prevent, detect and investigate fraud or other prohibited activities; facilitate dispute resolution such as chargebacks or refunds; and for other purposes associated with the acceptance of credit or debit cards.

Law and Harm: Notwithstanding anything to the contrary in this Privacy Policy, we may preserve or disclose your information if we believe that it is reasonably necessary to comply with a law, regulation, [legal process, or governmental request](#); to protect the safety of any person; to address fraud, security or technical issues; or to protect our or our users' rights or property. However, nothing in this Privacy Policy is intended to limit any legal defenses or objections that you may have to a third party's, including a government's, request to disclose your information.

Business Transfers and Affiliates: In the event that we are involved in a bankruptcy, merger, acquisition, reorganization or sale of assets, your

information may be sold or transferred as part of that transaction. This Privacy Policy will apply to your information as transferred to the new entity. We may also disclose information about you to our [corporate affiliates](#) in order to help provide, understand, and improve our Services and our affiliates' services, including the delivery of ads.

Public Information: We may share or disclose your public information, such as your public user profile information, public Tweets, or the people you follow or that follow you. Remember: your privacy and visibility settings control whether your Tweets and certain profile information are made public. Other information, like your name and username, is always public on Twitter, unless you delete your account, as described below.

Non-Personal, Aggregated, or Device-Level Information: We may share or disclose non-personal, aggregated, or device-level information such as the total number of times people engaged with a Tweet, the number of users who clicked on a particular link or voted on a poll in a Tweet (even if only one did), the characteristics of a device or its user when it is available to receive an ad, the topics that people are Tweeting about in a particular location, or aggregated or device-level reports to advertisers about users who saw or clicked on their ads. This information does not include your name, email address, phone number, or Twitter handle. We may, however, share non-personal, aggregated, or device-level information through partnerships with entities that may use data in their possession (including data you may have given them) to link your name, email address, or other personal information to the information we provide them. These partnerships require that they get your consent before doing so. You can control whether Twitter shares your information under [these partnerships](#) by using your Personalization and Data settings, available at <https://twitter.com/personalization>.

Accessing and Modifying Your Personal

Information

If you are a registered user of our Services, we provide you with tools and [account settings](#) to access, correct, delete, or modify the personal information you provided to us and associated with your account. You can download certain account information, including your Tweets, by following the instructions [here](#). You can learn more about the interests we have inferred about you in [Your Twitter Data](#) and request access to additional information [here](#).

You can also permanently delete your Twitter account. If you follow the instructions [here](#), your account will be deactivated and then deleted. When deactivated, your account, including your name, username, and public profile, is not viewable on Twitter.com. For up to 30 days after deactivation it is still possible to restore your account if it was accidentally or wrongfully deactivated. Absent a separate arrangement between you and us to extend your deactivation period, after 30 days, we begin the process of deleting your account from our systems, which can take up to a week.

Keep in mind that search engines and other third parties may still retain copies of your public information, like your user profile information and public Tweets, even after you have deleted the information from the Twitter Services or deactivated your account. Learn more [here](#).

Our Global Operations

To bring you the Services, we operate globally. Twitter, Inc. complies with the EU-US and Swiss-US Privacy Shield principles (the “Principles”) regarding the collection, use, sharing, and retention of personal information from the European Union and Switzerland, as described in our [EU-US Privacy Shield certification](#) and Swiss-US Privacy Shield certification.

If you have a Privacy Shield-related complaint, please contact us [here](#). As

part of our participation in Privacy Shield, if you have a dispute with us about our adherence to the Principles, we will seek to resolve it through our internal complaint resolution process, alternatively through the independent dispute resolution body [JAMS](#), and under certain conditions, through the [Privacy Shield arbitration process](#).

Privacy Shield participants are subject to the investigatory and enforcement powers of the US Federal Trade Commission and other authorized statutory bodies. Under certain circumstances, participants may be liable for the transfer of personal information from the EU or Switzerland to third parties outside the EU and Switzerland. Learn more about the EU-US Privacy Shield and Swiss-US Privacy Shield [here](#).

Changes to this Policy

We may revise this Privacy Policy from time to time. The most current version of the policy will govern our use of your information and will always be at <https://twitter.com/privacy>. If we make a change to this policy that, in our sole discretion, is material, we will notify you via an [@Twitter](#) update or email to the email address associated with your account. By continuing to access or use the Services after those changes become effective, you agree to be bound by the revised Privacy Policy.

Effective: June 18, 2017

[Archive of Previous Privacy Policies](#)

Thoughts or questions about this Privacy Policy? Please, let us know by contacting us [here](#) or writing to us at the appropriate address below.

For accounts based in the United States:

Twitter, Inc.

Attn: Privacy Policy Inquiry
1355 Market Street, Suite 900
San Francisco, CA 94103

For accounts outside the United States:

Twitter International Company
Attn: Privacy Policy Inquiry
One Cumberland Place, Fenian Street
Dublin 2, D02 AX07 IRELAND

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